

EXHIBIT 1

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DISTRICT COURT CIVIL COVER SHEET A-16-730374-C

Clark

County, Nevada

V

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): FIRST 100, LLC, a Nevada limited liability company; 1st ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company	Defendant(s) (name/address/phone): OMNI FINANCIAL, LLC, a foreign limited liability company PRENPOINCIANA, LLC, a foreign limited liability company
Attorney (name/address/phone): Joseph A. Gutierrez, Esq. and Luis A. Ayon, Esq., Maier Gutierrez Ayon 400 South Seventh Street, Suite 400, Las Vegas, Nevada 89101 (702) 697-7900	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

Real Property	<input type="checkbox"/> Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <input type="checkbox"/> Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<input type="checkbox"/> Torts <input type="checkbox"/> Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	
Landlord/Tenant	<input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant	<input type="checkbox"/> Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property	
Other Real Property	<input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	
Probate (select case type and estate value)	<input type="checkbox"/> Probate <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect & Contract <input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <input type="checkbox"/> Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	<input type="checkbox"/> Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <input type="checkbox"/> Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <input type="checkbox"/> Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Estate Value	<input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500		
Civil Writ	<input type="checkbox"/> Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	<input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

January 15, 2016

Date

/s/ Joseph A. Gutierrez

Signature of initiating party or representative

See other side for family-related case filings.

1 COMP

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2 Nevada Bar No. 9046

3 LUIS A. AYON, ESQ.

3 Nevada Bar No. 9752

4 MARGARET E. SCHMIDT, ESQ.

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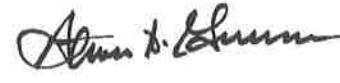
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MAIER GUTIERREZ AYON PLLC
ATTORNEYS AT LAW

10 DISTRICT COURT

11 12 CLARK COUNTY, NEVADA

13 FIRST 100, LLC, a Nevada limited liability
14 company; 1st ONE HUNDRED HOLDINGS,
15 LLC, a Nevada limited liability company,Case No.: A-16-730374-C
Dept. No.: V

16 Plaintiff,

17 vs.

18 OMNI FINANCIAL, LLC, a foreign limited
19 liability company; PRENPOINCIANA, LLC, a
20 foreign limited liability company; DOES I
21 through X; and ROE ENTITIES I through X,
22 inclusive,

23 Defendants.

COMPLAINT

24 Plaintiffs First 100, LLC and 1st One Hundred Holdings, LLC ("Plaintiffs"), by and through
25 their attorneys of record, the law firm MAIER GUTIERREZ AYON, hereby complain against the above-
26 named defendants, defendants DOES I through X and ROE CORPORATIONS I through X
27 (collectively "Defendants"), as follows:

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GENERAL ALLEGATIONS

THE PARTIES

1. Plaintiff First 100, LLC (“First 100”) is a Nevada limited liability company that, at all
4 times relevant hereto, was and is licensed to do business in Clark County, Nevada.

5 2. Plaintiff 1st One Hundred Holdings, LLC (“1st One Hundred”) is a Nevada limited
6 liability company that, at all times relevant hereto, was and is licensed to do business in Clark County,
7 Nevada.

3. Defendant Omni Financial, LLC ("Omni Financial") is a California limited liability
4 company that, at all times relevant hereto, was and is licensed to do business in Clark County, Nevada

10 4. Defendant PrenPoinciana, LLC (“PrenPoinciana”) is a Delaware limited liability
11 company that, at all times relevant hereto, was and is licensed to do business in Clark County, Nevada

12 5. The true capacity, whether individual, corporate, associate, or otherwise, herein
13 designated as DOES I through X and ROE ENTITIES I through X, inclusive, are unknown at this
14 time, and Plaintiff therefore sues said individuals or entities by such fictitious names. Plaintiff is
15 informed and believes and therefore alleges that each of said individuals or entities is responsible in
16 some manner for the events and happenings and proximately caused the injuries and damages herein
17 alleged. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities as
18 they are ascertained.

19 6. At all relevant times, defendants, and each of them, were the agents, ostensible agents,
20 servants, employees, employers, partners, co-owners and/or joint venturers of each other and of their
21 co-defendants, and were acting within the color, purpose and scope of their employment, agency,
22 ownership and/or joint ventures and by reason of such relationships with defendants, and each of
23 them, are vicariously and jointly and severally responsible and liable for the acts and/or omissions of
24 their co-defendants.

25 7. Plaintiffs repeat and reallege each and every allegation of the preceding paragraphs of
26 the Complaint as though fully set forth herein and incorporates the same herein by reference.

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ALLEGATIONS COMMON TO ALL CLAIMS

RELATIONSHIP OF PARTIES

8. Omni Financial is a creditor that extended to Plaintiff a \$5 million line of credit, of which approximately \$3.5 million has been drawn down.

9. Omni Financial has a first position lien against First 100's beneficial interest in any future proceeds realized under a portfolio of approximately 1,700 receivables resultant from HOA delinquent assessments accounts accrued and due to the HOA through December 31, 2013.

10. These delinquent assessments have resulted in individual statutory liens being filed against each of the real property securing the HOA in its receivables

11. PrenPoinciana is an investment company that purchased a re-assignment of a portion of the Plaintiff's assignment of beneficial interest in any proceeds realized under its relationship with the HOA.

12. PrenPoinciana is essentially a co-owner or equity holder in this portfolio, sharing in the future revenues to be realized by the assignment to First 100 of the beneficial interests in proceeds realized by the HOA.

13. Subsequent to the formations of these relationships, First 100 purchased the further assignment of additionally accrued receivables from the HOA for the period January 1, 2014 through December 31, 2015.

14. These subsequently acquired additional assignment of beneficial interests in the HOAs proceeds realized for 2014 and 2015 assessments are necessarily incorporated into the same lien on each property as those assessments through 2013 which collateralize the Omni Loan.

15. Omni maintains no security interest in the HOAs assignment of the beneficial interest in proceeds realized under the 2014 and 2015 liens, which comprise a portion of the liens.

16. PrenPoinciana maintains no equitable interest in the HOAs assignment of the beneficial interest in proceeds realized under the 2014 and 2015 liens, which comprise a portion of the liens.

17. On November 2, 2015, Omni Financial provided its notice of Event of Default to First
100.

1 18. First 100 immediately disputed the event of a Default claimed by Omni.

2 19. On December 18, 2015, Omni and First 100 entered into an Agreement to Forebear
3 any actions by Omni with respect to foreclosure action on the collateral.

4 20. On December 21, 2015, Omni and First 100 entered into an addendum to the
5 Agreement to Forebear which changed certain of the dates provided in the original agreement.

6 21. In a letter dated January 8, 2016, delivered January 10, 2016, Omni and PrenPoinciana
7 jointly issued a Notification of Disposition of Collateral.

8 22. In this notice, the Creditor Omni Financial and co-equity owner, PrenPoinciana have
9 asserted a non-judicial foreclosure is set to take place by way of public auction on January 21, 2016.

10 23. The notice is an intention to foreclose on all assets, including those non-collateral and
11 non-pledged Plaintiff's beneficial interests in assessments for 2014 and 2015, for each of the liens, as
12 acquired after the Omni Financial and PrenPoinciana Agreements.

13 24. This proposed non-judicial foreclosure action is an attempt to convert Plaintiff's
14 property (primarily those Plaintiff's non-pledged interests in 2014 and 2015 assessments in the very
15 same liens that are the subject of the proposed foreclosure action) not owned at the time of the
16 Agreement and never pledged as collateral.

17 25. These additional assignments to First 100 of beneficial interests in 2014 and 2015
18 assessments, which are included in the subject of defendants' proposed non-judicial foreclosure, are
19 pledged to a non-party creditor who maintains a first position lien on these assets.

20 26. Additionally, joint foreclosing entity, PrenPoinciana, is not a creditor, does not possess
21 a Note, has no foreclosure remedy available to it and is current in its share of distributions under its
22 agreement.

23 27. If allowed to proceed, equity holder PrenPoinciana would be foreclosing on itself, to
24 the detriment of Plaintiff as co-owned and non-party creditors, with a junior lien on the assessment
25 receivables through December 31, 2013 as well as a first position lien on those assessments for 2014
26 and 2015, inherent in each lien targeted by defendant for foreclosure.

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FIRST CLAIM FOR RELIEF

(BREACH OF CONTRACT)

28. Plaintiffs repeat and re-alleges the allegations of the preceding paragraphs of the complaint as though fully set forth herein and incorporate the same herein by reference.

29. The forbearance agreement of December 18, 2015 is a valid and binding contract, which Plaintiffs and Defendants agreed to for good and sufficient consideration.

30. The forbearance agreement clearly states the limited property to which Defendants have the right to foreclose upon.

31. Defendants have published their intent to foreclose upon Plaintiffs' assets, but does not specify the particular assets to be sold, and instead provides a vague description of all of Plaintiffs' collateral.

32. It would be impossible for Defendants to foreclose on liens for which only part of each lien serves as collateral for one defendant, and where the other defendant foreclosing non-judicially is not even a creditor.

33. Defendants' foreclosure is thus over inclusive, and contrary to the agreement the parties entered into on December 18, 2015.

34. Foreclosure on more assets than Defendants have a right to foreclose upon under the forbearance agreement is a material breach of contract.

35. Plaintiffs are entitled to compensatory damages for the breach of contract, equal to the value of the assets sold at foreclosure which were not listed in the December 18, 2015 agreement as assets which Defendants may foreclose upon.

36. This material breach will cause Plaintiffs damages in excess of \$10,000, to be proven at trial.

37. Defendants' actions have required Plaintiffs to retain the services of an attorney to prosecute this action. Accordingly, Plaintiffs seek an award of reasonable attorney fees and costs incurred in this action.

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SECOND CLAIM FOR RELIEF

(UNJUST ENRICHMENT)

38. Plaintiffs repeat and re-alleges the allegations of the preceding paragraphs of the complaint as though fully set forth herein and incorporate the same herein by reference.

39. A benefit will be conferred upon Defendants by the sale of Plaintiffs' collateral on January 21, 2016.

40. Under the valid and binding contract between the parties, Defendants have no legal right to sell Plaintiffs' collateral, beyond the assets enumerated in the forbearance agreement of December 18, 2015.

41. If Defendants' foreclosure proceeds, Defendant Omni Financial will take title to property acquired after its agreements, never pledged as collateral. Defendant PrenPoinciana will be foreclosing on property against which it has no foreclosure remedy and for which it is not a creditor.

42. Accordingly, Defendants will be unjustly enriched by the sale of any collateral beyond those assets described in the forbearance agreement.

43. It would be inequitable to allow Defendants to bring to sale and retain the proceeds from the sale of property which they have no right to sell.

44. Defendants will be unjustly enriched at Plaintiffs' expense in an amount exceeding \$10,000, to be proven at trial.

45. Defendants' actions have required Plaintiffs to retain the services of an attorney to prosecute this action. Accordingly, Plaintiffs seek an award of reasonable attorney fees and costs incurred in this action.

THIRD CLAIM FOR RELIEF

(DECLARATORY RELIEF)

46. Plaintiffs repeat and re-alleges the allegations of the preceding paragraphs of the complaint as though fully set forth herein and incorporate the same herein by reference.

47. Under NRS 30.030, this Court has the power and authority to declare the parties' rights and interests in Plaintiffs' collateral.

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1 48. Defendants signed a valid and binding contract voluntarily abstaining from the right to
2 foreclose on the majority of the collateral used to secure Plaintiffs' loan.

3 49. Defendants then inexplicably declared their intent to foreclose on substantially more
4 property than the assets described in the forbearance agreement.

5 50. Plaintiffs are entitled to a declaratory judgment from this Court, stating that (1) the
6 forbearance agreement of December 18, 2015 is a valid and binding contract between the parties, and
7 (2) Defendants have no legal right to foreclose upon Plaintiffs' property which is not specifically
8 agreed to in that forbearance agreement as being subject to foreclosure by Defendants.

FOURTH CLAIM FOR RELIEF

(PRELIMINARY AND PERMANENT INJUNCTION)

11 51. Plaintiffs repeat and re-alleges the allegations of the preceding paragraphs of the
12 complaint as though fully set forth herein and incorporate the same herein by reference.

13 52. Defendants have published their intent to proceed with a sale of Plaintiffs' property,
14 inclusive of property never pledged as collateral, in contravention of the terms of the forbearance
15 agreement.

16 53. Defendant PrenPoinciana is not a creditor, holds no Note, has no foreclosure remedy
17 and has received all funds due it under its equitable interest, yet inexplicably is attempting a non-
18 judicial foreclosure.

19 54. Defendants have made arrangements indicating a concrete intention to proceed with
20 the foreclosure sale on January 21, 2016. These arrangements include reserving a time and place for
21 the sale, and publishing of notice to potential bidders.

22 55. Accordingly, the unlawful foreclosure is not a mere possibility, but, absence
23 intervention of this Court, rather an inevitable event, which potentially would harm an unsuspecting
24 third party in attendance at any such auction.

25 56. As detailed above, the foreclosure would be unlawful as to the extent it disposes of
26 collateral which Defendants waived their right to foreclose upon, or for which Defendant never had a
27 right to foreclose upon.

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1 57. As Plaintiffs' injury is yet to occur, no remedy at law can be ascertained to compensate
2 Plaintiffs for the loss.

3 58. On the basis of the facts described herein, Plaintiffs have a reasonable probability of
4 success on the merits of their claims, and would suffer irreparable harm if the foreclosure sale is
5 allowed to proceed.

6 59. Plaintiffs are thus entitled to a preliminary and a permanent injunction prohibiting
7 Defendants from disposing of Plaintiffs' property which Defendants specifically agreed not to
8 foreclose upon.

PRAYER FOR RELIEF

10 WHEREFORE, Plaintiffs pray for judgment against defendants, and each of them, as follows:

11 1. For compensatory damages equal to the value of the property Defendants wrongfully
12 dispose of at foreclosure;

13 2. For damages in equity sufficient to negate the full amount to which Defendants are
14 unjustly enriched by any wrongful foreclosure;

15 3. For a declaration and determination that (1) the forbearance agreement of December
16 18, 2015 is a valid and binding contract between the parties, and (2) pursuant to the forbearance
17 agreement, Defendants have no legal right to foreclose upon Plaintiffs' property which is not
18 specifically listed in that agreement as being subject to foreclosure by Defendants;

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1 4. For a preliminary and a permanent injunction precluding Defendants from initiating
2 foreclosure proceedings on any property belonging to Plaintiffs which the forbearance agreement of
3 December 18, 2015 did not specifically allow; and

4 5. For such other and further relief as the Court may deem proper.

5 DATED this 15th day of January, 2016.

6 Respectfully submitted,

7 **MAIER GUTIERREZ AYON**

8 /s/ Joseph A. Gutierrez

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10 Nevada Bar No. 9046

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